

RECORDATION NO. 20740-E FILED

OCT 16 '09 -1 00 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

October 19, 2009

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Memorandum of Lease Termination, Indenture Termination and Amended and Restated Indenture Supplement No. 2 (Amtrak Trust 97-B), dated as of October 19, 2009, a secondary documents as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the documents previously filed with the Board under Recordation Number 20740.

The names and addresses of the parties to the enclosed documents are.

Indenture Trustee: Manufacturers and Traders Trust Company
(successor in interest to The First National
Bank of Maryland)
25 South Charles Street
Baltimore, MD 21202

Owner Trustee: U.S. Bank National Association (successor in interest
to First Union National Bank)
Two Liberty Place
50 South 16th Street
Philadelphia, PA 19102

Lessee: National Railroad Passenger Corporation
10 G Street, NE
Washington, DC 20002

Anne K. Quinlan, Esquire
October 19, 2009
Page 2

A description of the railroad equipment covered by the enclosed documents is:

17 EMD locomotives: AMTK 104 - AMTK 120.

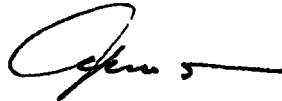
A short summary of the document to appear in the index is:

Memorandum of Lease Termination, Indenture Termination and Amended and Restated Indenture Supplement No. 2 (Amtrak Trust 97-B).

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", with a long horizontal flourish extending to the right.

Robert W Alvord

RWA/sem
Enclosures

RECORDATION NO. 20740-E
OCT 16 '09 -1 00 PM
SURFACE TRANSPORTATION BOARD

Memorandum of Lease Termination, Indenture Termination and Amended and Restated Indenture Supplement No. 2, dated as of October 19, 2009, by and among NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("Amtrak"), U.S. BANK NATIONAL ASSOCIATION, a national banking association (as successor-in-interest to First National Bank), not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under the Trust Agreement, dated as of June 15, 1997 (the "Trust Agreement") and MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation (as successor-in-interest to The First National Bank of Maryland), as Indenture Trustee (together with any successor indenture trustee, the "Indenture Trustee" and together with Amtrak and Owner Trustee, the "Parties"). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the Indenture (defined below).

WHEREAS, Owner Trustee, as lessor, and Amtrak, as lessee, entered into that certain (i) Lease of Railroad Equipment (Amtrak Trust 97-B), dated as of June 15, 1997 (the "Lease"), a memorandum of which was recorded with the Surface Transportation Board ("STB") on June 27, 1997 at 11:50 A.M. under Recordation No. 20740, (ii) that certain Lease Supplement No. 1 (Amtrak Trust 97-B) dated June 27, 1997 ("Lease Supplement No. 1"), covering certain units of equipment as specified therein, and (iii) that certain Lease Supplement No. 2 (Amtrak Trust 97-B) dated October 17, 1997 ("Lease Supplement No. 2"), a memorandum of which was recorded with the STB on June 22, 2009 at 1:00 P.M. under Recordation No. 20740-B, covering the railroad equipment listed in Schedule A hereto, bearing the equipment numbers of Amtrak shown in said Schedule A, and all additions and alterations thereof, replacements thereof and substitutions therefor (the "Equipment");

WHEREAS, Owner Trustee and Indenture Trustee entered into that certain (i) Trust Indenture and Security Agreement (Amtrak Trust 97-B), dated as of June 15, 1997 (the "Original Indenture") a memorandum of which was recorded with the STB on June 27, 1997 at 11:50 a.m. under Recordation No. 20740-A, (ii) that certain Trust Agreement and Indenture Supplement No. 1 (Amtrak Trust 97-B), dated as of June 27, 1997 ("Original Indenture Supplement No. 1"), covering certain units of equipment as specified therein, and (iii) that certain Trust Agreement and Indenture Supplement No. 2 (Amtrak Trust 97-B), dated as of October 17, 1997 ("Original Indenture Supplement No. 2"), a memorandum of which was recorded with the STB on June 22, 2009 at 1:00 P.M. under Recordation No. 20740-C, covering the Equipment,

WHEREAS, Amtrak and Indenture Trustee entered into that certain Amended and Restated Trust Indenture and Security Agreement (Amtrak Trust 97-B), dated as of June 29, 2009 (the "Indenture"), and that certain Amended and Restated Indenture Supplement No. 1 ("Indenture Supplement No. 1"), dated June 29, 2009, evidence of which was recorded with the STB on June 29, 2009 at 2.20 PM, under recordation number 20740-D, which (i) in so far as it related to the equipment under Indenture Supplement No. 1, amended and restated the Original

Indenture and the Original Indenture Supplement No. 1, respectively, and (ii) subjected, *inter alia*, Amtrak's right, title and interest in such equipment to the lien of the Indenture;

WHEREAS, pursuant to the terms and conditions of the Operative Documents and an Omnibus Partial Termination and Amendment Agreement, dated as of June 29, 2009 (the "*First Omnibus Agreement*"), Amtrak purchased the Equipment subject to Lease Supplement No. 1 from Owner Trustee, and in connection therewith, (i) the Lease, solely as supplemented by Lease Supplement No. 1, was terminated, as evidenced by STB filing 20740-D, (ii) Amtrak assumed the obligations of Owner Trustee solely in respect of the indebtedness that related to the equipment subject to Lease Supplement No. 1 and was issued under and secured by the Original Indenture (the "*First Assumed Indebtedness*"), and (iii) Owner Trustee's rights, interests, obligations and duties under the Original Indenture, Original Indenture Supplement No. 1 and any and all indebtedness created thereunder with respect to such equipment terminated;

WHEREAS, Amtrak and Indenture Trustee have entered into that certain Amended and Restated Indenture Supplement No. 2 ("*Indenture Supplement No. 2*"), dated October 19, 2009, which (i) amends and restates the Original Indenture Supplement No. 2, and (ii) subjects, *inter alia*, as hereafter described, Amtrak's right, title and interest in the Equipment to the lien of the Indenture;

WHEREAS, pursuant to the terms and conditions of the Operative Documents and an Omnibus Termination Agreement, dated as of October 19, 2009 (the "*Second Omnibus Agreement*"), Amtrak is purchasing the Equipment from Owner Trustee, and in connection therewith, (i) the Lease shall be terminated, (ii) Amtrak shall assume the obligations of Owner Trustee in respect of the indebtedness that relates to the Equipment and was issued under and secured by the Original Indenture (the "*Second Assumed Indebtedness*") and (iii) Owner Trustee's rights, interests, obligations and duties under the Original Indenture, Original Indenture Supplement No. 2 and any and all indebtedness created thereunder with respect to the Equipment shall be terminated;

WHEREAS, pursuant to the Indenture, Amtrak has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed unto Indenture Trustee, its successors and assigns, for the security and benefit of Note Holder from time to time, a security interest in and mortgage Lien on all estate, right, title and interest of Amtrak in, to and under the following described property (as defined in the Indenture), rights, interests and privileges to wit:

(1) the Equipment and all replacements thereof and substitutions therefor in which Amtrak shall from time to time acquire an interest as provided herein, all as more particularly described in the Indenture Supplement No. 2, executed and delivered with respect to the Equipment or any such replacements or substitutions therefor, as provided in this Indenture, and the interest of Amtrak in all records, logs and other documents at any time maintained by Amtrak with respect to the foregoing property;

(2) the EBO Bill of Sale,

(3) all rents, issues, profits, revenues and other income of the property subjected or required to be subjected to the Lien of the Indenture;

(4) all insurance and requisition proceeds with respect to the Equipment or any part thereof including but not limited to the insurance required under Section 8 of Annex C of the Indenture;

(5) all moneys and securities now or hereafter paid or deposited or required to be paid or deposited to or with Indenture Trustee by or for the account of Amtrak pursuant to any term of any Indenture Document and held or required to be held by Indenture Trustee hereunder; and

(6) all proceeds of the foregoing;

WHEREAS, for the avoidance of doubt, the termination of the Original Indenture, the Lease, and the release of the lien granted in the Original Indenture, shall be effective as of October 19, 2009;

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid sale and assignment of the Equipment and the Second Assumed Indebtedness, and the respective interests therein of the Parties;

NOW, THEREFORE, to accomplish the foregoing, the Parties are filing this Memorandum of Lease Termination, Indenture Termination and Amended and Restated Indenture Supplement No. 2 with the STB pursuant to 49 USC section 11301(a).

This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum

U.S. BANK NATIONAL ASSOCIATION
(as successor-in-interest to First Union
National Bank), not in its individual
capacity, but solely as Owner Trustee

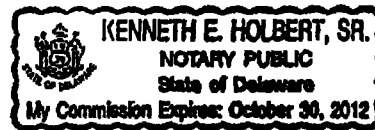
By: Nicole Poole
Name: Nicole Poole
Title: Vice President

STATE OF Delaware)
COUNTY OF New Castle) SS:

On this 8th day of Oct., 2009, before me personally appeared Nicole Poole, to me personally known, who, by me being duly sworn, says that he/she is Vice President of U.S. BANK NATIONAL ASSOCIATION, and that the foregoing instrument was signed on behalf of said national banking association by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.

Kenneth E. Holbert, Sr.
Notary Public

My commission expires



This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

MANUFACTURERS AND TRADERS
TRUST COMPANY (as successor-in-
interest to The First National Bank of
Maryland), as Indenture Trustee

By: Art Cumming
Name: Art Cumming
Title: Bank Officer

STATE OF MARYLAND)
CITY OF Baltimore) SS.:

On this 19th day of October, 2009, before me personally appeared Arlo Cummings, to me personally known, who, by me being duly sworn, says that he/she is Bank Officer of MANUFACTURERS AND TRADERS TRUST COMPANY, that the foregoing instrument was signed on behalf of said New York banking corporation, by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

John K. Saly
Notary Public

My commission expires

7/1/12

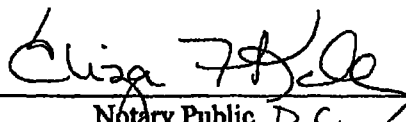
This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

NATIONAL RAILROAD PASSENGER
CORPORATION

By: Dale M. Stein (P12)
Name: Dale M. Stein
Title: Treasurer

DISTRICT OF COLUMBIA)
) SS.:)

On this 16th day of October, 2009, before me personally appeared Dale M. Stein, to me personally known, who, by me being duly sworn, says that he/she is Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public, D.C.

My commission expires 31-July-2014

Schedule A to
Memorandum of Lease Termination,
Indenture Termination and Amended
and Restated Indenture Supplement
No. 2

**DESCRIPTION OF UNITS-LOCOMOTIVES
(AMTRAK TRUST 97-B)**

<u>EQUIPMENT TYPE</u>	<u>AMTRAK EQUIPMENT NUMBERS</u>	<u>GE SERIAL NUMBERS</u>
SEVENTEEN (17) GENERAL ELECTRIC MODEL AMD-103 GENESIS SERIES I LOCOMOTIVES	104-120	49945-49972

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated:

10/19/09



Robert W Alvord